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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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Johan Renes

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EXAMINER

NGUYEN, TRAN N

ART UNIT

PAPER NUMBER

3626

NOTIFICATION DATE

DELIVERY MODE

05/25/2011

ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

USPTOMail@traskbritt.com

Office Action Summary	Application No.	Applicant(s)	
	09/981,213	RENES ET AL.	
	Examiner	Art Unit	
	Tran Nguyen	3626	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 22 March 2011.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-19 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-19 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|---|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____. |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____. | 6) <input type="checkbox"/> Other: _____. |

DETAILED ACTION

Response to Amendment

As per the Office Action mailed 04/01/2010:

The objection to the amendment filed 01/07/2010 under 35 USC 132(a) and the rejection of claims 1-19 under 35 USC 112, second paragraph is hereby withdrawn in view of Applicant's Remarks filed on 10/04/2010.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

Claim(s) 9 is/are rejected under 35 U.S.C. 103(a) as being unpatentable over DuBroff (Divorce Insurance, mailed 04/01/2010) in view of Roberts (4839804), Golden

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(Golden Breaking Up Without Going Broke, mailed 08/08/2006), and Malveaux (Premarital 'insurance.' - prenuptial and cohabitation agreements).

As per claim 9, DuBroff teaches a method of providing insurance (reads on “doing business”) (page 16), comprising:

(a) collecting data from a couple at the time of marriage (reads on “two... persons entering into a cohabitation agreement”) (page 45 column 2 paragraph 2);

(b) calculating various data required for insurance (page 47 column 2-3).

DuBroff does not teach:

~~entering the data into a computer;~~

Roberts teaches entering insurance application data into a computer for processing (Figure 1).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Roberts within the embodiment of DuBroff with the motivation of leveraging technology to perform business functions.

DuBroff further teaches:

(c) calculating a premium (page 46 column 3 paragraph 3), wherein the insurance policy payouts to cover the costs (reads on “at least some financial consequences”) incurred in a divorce (reads on “untimely ending of a cohabitation agreement”) (page 16).

DuBroff does not teach:

~~calculating, with the computer~~

Roberts teaches using a computer to calculate an insurance premium (column 1 line 60-61).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Roberts within the embodiment of DuBroff and Roberts with the motivation of leveraging technology to perform business functions.

DuBroff further teaches:

- (d) charging the premium amount (page 46 column 3 paragraph 3);
- (e) providing payout in case of divorce (page 16 and throughout).

DuBroff does not teach:

administering the insurance program with the computer

Roberts teaches using a computer to administer an insurance policy to provide automated payout (column 2 line 48).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Roberts within the embodiment of DuBroff and Roberts with the motivation of leveraging technology to perform business functions.

DuBroff does not explicitly teach:

wherein the two or more natural persons entering into a cohabitation agreement are unmarried.

DuBroff does teach providing the insurance coverage to unmarried people who have children (page 46 column 3 paragraph 2).

Golden also teaches providing coverage to unmarried couples (page 2 paragraph 17).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of DuBroff and Golden within the embodiment of DuBroff and Roberts with the motivation of providing financial benefits for children (DuBroff; page 46 column 2 paragraph 4).

DuBroff further teaches providing monetary payments for any use (page 45 column 2 paragraph 2).

DuBroff does not specifically teach using the money to pay legal fees as well as paying for a former partner's education.

Golden teaches providing divorce insurance to pay for legal fees (page 2 paragraph 15-16).

Malveaux also suggests recouping the cost of funding a former partner's law school (page 2 paragraph 1).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Golden and Malveaux within the embodiment of DuBroff, Roberts, and Golden with the motivation of providing financial benefits in the event of divorce.

Claim(s) 12, 1-8, 10-11, 13-16, 18-19 is/are rejected under 35 U.S.C. 103(a) as being unpatentable over DuBroff in view of Roberts, Golden, and Grande (The Proper Use of Insurance, mailed 04/01/2010).

As per claim 12, DuBroff teaches a method of providing insurance (reads on “doing business”) (page 16), comprising:

(a) collecting data from a couple at the time of marriage (reads on “two... persons entering into a contractual relationship”) (page 45 column 2 paragraph 2);

(b) calculating various data required for insurance (page 47 column 2-3).

DuBroff does not teach:

~~entering the data into a computer;~~

Roberts teaches entering insurance application data into a computer for processing (Figure 1).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Roberts within the embodiment of DuBroff with the motivation of leveraging technology to perform business functions.

DuBroff further teaches:

(c) calculating a premium (page 46 column 3 paragraph 3), wherein the insurance policy payouts to cover the costs (reads on “at least some financial consequences”) incurred in a divorce (reads on “untimely ending of a cohabitation agreement”) (page 16).

DuBroff does not teach:

~~calculating, with the computer~~

Roberts teaches using a computer to calculate an insurance premium (column 1 line 60-61).

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At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Roberts within the embodiment of DuBruff and Roberts with the motivation of leveraging technology to perform business functions.

DuBroff and Roberts do not teach:

~~insurance covering at least some financial consequences in addition to legal fees of the untimely ending of a contractual relationship between the two or more natural persons;~~

Golden teaches paying for legal fees in case of divorce (page 2 paragraph 15).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Golden within the embodiment of DuBruff and Roberts with the motivation of paying attorney fees (Golden; page 2 paragraph 15).

DuBroff further teaches:

(d) charging the premium amount (page 46 column 3 paragraph 3);

(e) providing payout in case of divorce (page 16 and throughout).

DuBruff does not teach:

~~administering the insurance program with the computer~~

Roberts teaches using a computer to administer an insurance policy to provide automated payout (column 2 line 48).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Roberts within the embodiment of

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DuBruff, Roberts, and Golden with the motivation of leveraging technology to perform business functions.

DuBruff, Roberts, and Golden do not teach:

~~wherein the financial consequences comprise, in addition to legal fees, financial consequences selected from the group consisting of moving costs, a child's education, a former partner's education, health insurance premiums, life insurance premiums, and combinations of any thereof.~~

According to DuBruff, the insurance payout may be used by the beneficiary for any purpose, including maintaining a household (page 45 and throughout).

Golden teaches providing divorce insurance to pay for legal fees (page 2 paragraph 15-16).

Grande teaches that upon divorce, health and life insurance premiums must be paid as part of the divorce settlement (page 652-653).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Golden and Grande within the embodiment of DuBruff, Roberts, and Golden with the motivation of providing health and life insurance coverage to divorced people.

As per claim 1, DuBruff suggests providing payouts to people who are married or have children (page 46 column 3 paragraph 2).

Golden also teaches a married couple (reads on "living together") (paragraph 15). Gold further explicitly teaches providing coverage to cohabiting couples (page 2 paragraph 17).

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As per claim 2, DuBruff teaches married couples (page 16 and throughout).

As per claim 3, DuBruff teaches a married couple filing for divorce (page 16 and throughout).

As per claim 4, DuBruff teaches providing payment for child support (page 45 column 2 paragraph 2).

As per claim 5, DuBruff teaches combining the divorce insurance with other investment vehicles (reads on “part of another contract) (page 46 column 3).

Golden also teaches that divorce insurance is offered as part of legal insurance (reads on “another contract) (paragraph 15).

As per claim 6, DuBruff teaches providing the money in case of no divorce (page 46 column 1 paragraph 1).

As per claim 7, DuBruff teaches an annuity plan (reads on “investment”) (page 46 column 1 paragraph 1).

As per claim 8, DuBruff teaches paying the divorced partner (page 16).

As per claim 10, DuBruff teaches requiring a blackout period (page 45 column 3 last paragraph to page 46 column 1 paragraph 1).

As per claim 11, DuBruff teaches employers paying for the coverage (page 45 column 2 paragraph 4).

As per claim 13, DuBruff teaches charging young couples higher premiums (page 45 column 3 last paragraph to page 46 column 1 paragraph 1).

As per claims 14-15, DuBruff does not explicitly teach adjusting the premium based on income.

DuBruff recognizes that young people may not have money (page 46 column 3 paragraph 5).

DuBruff teaches government subsidies (page 46 column 2 paragraph 2).

Goldberg teaches that the government would pay the legal expenses for poor people (reads on "projected earnings") (paragraph 19).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to provide government subsidies for divorce insurance within the embodiment of DuBruff, Roberts, Golden, and Grande with the motivation of reducing spending for countries already paying for legal expenses of poor people (Golden; paragraph 19).

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As per claim 16, DuBruff teaches adjusting the premium after 5 years of marriage (reads on "changed circumstances in that natural person's life") (page 46 column 3 paragraph 2).

As per claim 18, DuBruff teaches a premium (page 46 column 3 paragraph 2).

DuBruff does not teach a monthly premium.

Golden teaches a \$15 monthly premium (page 2 paragraph 15).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Golden within the embodiment of DuBruff, Roberts, and Golden with the motivation of billing the premium.

As per claim 19, teaches an annuity (reads on "investing") (page 46 column 1 paragraph 1).

Claim(s) 17 is/are rejected under 35 U.S.C. 103(a) as being unpatentable over DuBroff in view of Roberts, Golden, and Grande as applied to parent claim 16 above, and further in view of Covert (20050038681).

As per claim 17, DuBroff, Roberts, Golden, and Grande do not teach "disability of one or more of the natural persons".

Covert teaches providing insurance for the disability of a person (page 2 paragraph 0036).

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At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Covert within the embodiment of DuBroff, Roberts, Golden, and Grande with the motivation of tailoring premiums to the characteristics of the participant (Golden; paragraph 18).

Insofar as the remainder of the claim is concerned, the applied art need not teach these limitations in view of the optional limitations recited therein.

Response to Arguments

Applicant's arguments filed 10/04/2010 have been fully considered but they are not persuasive.

Applicant's arguments on page 8-9 have been fully considered; however, they are not persuasive in view of the newly applied art above.

On page 9 Applicant argues:

Specifically, Grande does not remedy the foregoing deficiencies of the previous references (e.g., there is no teaching in these references or the level of the ordinary skill that the "financial consequences comprise, in addition to legal fees, financial consequences selected from the group consisting of moving costs, a child's education, a former partner's education, health insurance premiums, life insurance premiums, and combinations of any thereof"), and all of the obviousness rejection should be withdrawn for at least that reason.

First, applicants could not find where Grande or the other references covers "legal fees" in addition to other coverage as required by the claim element.

It is noted that the feature of legal fees is found in Golden, not Grande.

On page 9-10 Applicant argues:

Furthermore, Grande discloses that "a separate [health insurance] policy for the spouse will have to be obtained." And, "if the employee continues on his group plan and has to buy single coverage for the spouse, the cost of double coverage will be very high." Similar problems are identified for life insurance. These exact problems however are addressed and overcome by

applicants' claimed invention. The obviousness rejections should thus be withdrawn.

As recognized by Applicant, the high cost does not mean that it is not possible, especially when combined with the risk reduction features of marriage insurance as taught by the combination of references above.

Conclusion

The new ground(s) of rejection presented in this Office action, if any, was/were necessitated by Applicant's amendment. Accordingly, **THIS ACTION IS MADE FINAL**. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

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Any inquiry concerning this communication or earlier communications from the examiner should be directed to Tran (Ken) N. Nguyen whose telephone number is 571-270-1310. The examiner can normally be reached on Monday - Friday, 9:00 am - 5:00 pm Eastern.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Robert W. Morgan can be reached on 571-272-6773. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/T. N./
Examiner, Art Unit 3626

/Robert Morgan/
Supervisory Patent Examiner, Art Unit 3626